

A. G. Contract No. KR910981TRD  
ECS File: JPA 91-60  
Project: 70 GI 252 H 2880 01 C  
Section: US-70 - City of Globe

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLOBE

THIS AGREEMENT is entered into 9 July, 1991  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF GLOBE, acting by and through its City Council, (the  
"City").

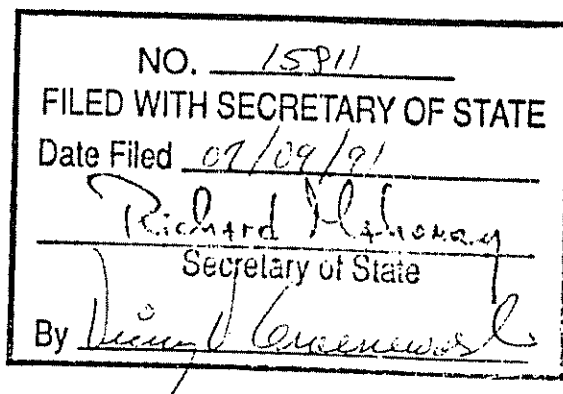
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. It is to the mutual advantage of the State and the  
City to landscape certain areas within the right of way on U.S.  
Route 70 at the following location:

At centerline roadway station 33+35 to centerline  
roadway station 37+65 a net distance of  
approximately .08 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, at an estimated cost of \$10,000.00, using State funds. Upon completion of the work, the City shall reimburse the State twenty five (25) percent of the landscape contract costs, estimated at \$2,500.00, as approved in the ADOT construction program.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The City hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007


City of Globe  
City Manager  
150 North Pine Street  
Globe, AZ 85501

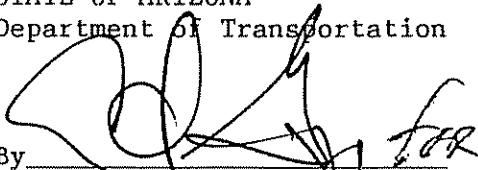
7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

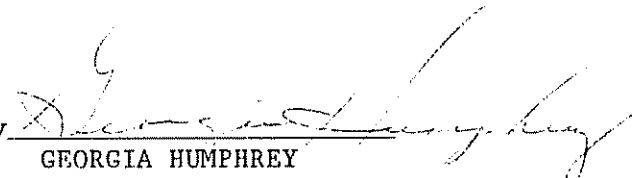
CITY OF GLOBE

STATE OF ARIZONA  
Department of Transportation

By   
ROBERT E. L. HICKMAN  
Mayor

By   
ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST:

By   
GEORGIA HUMPHREY  
City Clerk

## RESOLUTION 1072

### **A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF GLOBE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION REGARDING LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT OF WAY OF U. S. ROUTE 70 AND DECLARING AN EMERGENCY.**

WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-108 to enter into an Intergovernmental Agreement; and has by resolution resolved to enter into such an agreement; and has delegated Robert P. Mickelson, Deputy State Engineer, to execute same on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes Section 48-572 to enter into an Intergovernmental Agreement;

WHEREAS, the State will prepare landscape architectural plans for the landscaping and irrigation project and upon approval of the plans by the City of Globe, the project will be constructed by the State, using State funds of approximately \$10,000.00.

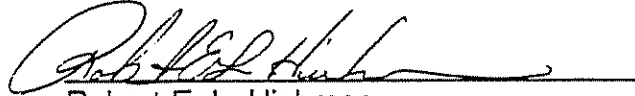
NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Globe hereby:

1. Authorizes the City to enter into an intergovernmental agreement with Arizona Department of Transportation regarding landscape improvements on U. S. Route 70 at center roadway station 33+35 to centerline roadway station 37+65 a net distance of approximately .08 miles; which is understood to be at the junction of Highway 60/70 in front of Taco Bell.
2. Certifies that the City of Globe will comply with all appropriate state regulations, policies, guidelines and requirements as they relate to the agreement; and
3. Certifies that the City of Globe, upon completion of the work, shall reimburse the State twenty five (25) percent of the landscape contract costs, estimated at \$2,500.00; and
4. Certifies that the City shall furnish and install necessary water services to the designated locations within the right of way at the State's expense; and
5. Certifies that the City, after completion of the work, shall maintain the landscaping and irrigation systems within the right of way and shall furnish all electrical power necessary to maintain the landscaping; and

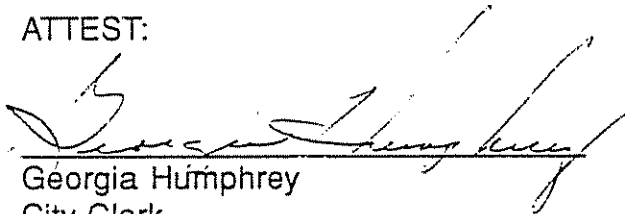
6. Appoints Mayor Robert E. L. Hickman as agent of the City of Globe to conduct all negotiations, execute and submit all documents necessary for the completion of the aforementioned project.

It being necessary for the preservation of the peace, health and safety of the City of Globe, Arizona, an emergency is declared to exist, and this Resolution shall be effective immediately upon its passage and adoption.

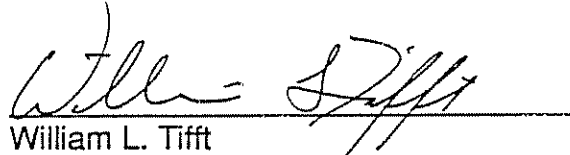
PASSED AND ADOPTED by the Mayor and City Council of the City of Globe this 11<sup>th</sup> day of June, 1991.

  
Robert E. L. Hickman  
Mayor of the City of Globe

ATTEST:

  
Georgia Humphrey  
City Clerk

APPROVED AS TO FORM:

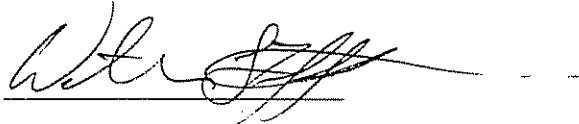
  
William L. Tift  
City Attorney

JPA 91-60

APPROVAL OF THE GLOBE CITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF GLOBE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.*

DATED this 11<sup>th</sup> day of June, 1991.

A handwritten signature in black ink, appearing to be "W. L. Jeff", written over a horizontal line.


City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

  
Grant Woods

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-0981 TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2<sup>nd</sup> day of July, 1991.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section